

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

SHANGHAI TYRON SEMICONDUCTOR
EQUIPMENT CO., LTD.,

Plaintiff,

v.

CAPITAL ASSET EXCHANGE AND
TRADING, LLC,

Defendant.

Case No. [5:24-cv-08551-EJD](#)

**ORDER OF DISMISSAL WITH
PREJUDICE AND CONTINUING
JURISDICTION OVER SETTLEMENT**

Re: Dkt. No. 25

The Court is in receipt of the Joint Status Report filed on March 14, 2025. ECF No. 25. The parties indicate that they have executed a settlement agreement and request that the Court retain jurisdiction to enforce the agreement. *Id.* Accordingly, the Court orders this case **DISMISSED WITH PREJUDICE**. The Court retains jurisdiction to oversee any disputes regarding the enforcement of the settlement. *See Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 375 (1994) (“In the event of dismissal pursuant to Federal Rule of Civil Procedure 41(a)(2), the court may, in its discretion, make . . . retention of jurisdiction over the agreement[] part of its order. When dismissal occurs pursuant to Rule 41(a)(1)(ii), the district court is empowered (with the consent of the parties) to . . . retain jurisdiction over the settlement contract itself.”).

IT IS SO ORDERED.

Dated: March 14, 2025



EDWARD J. DAVILA
United States District Judge

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